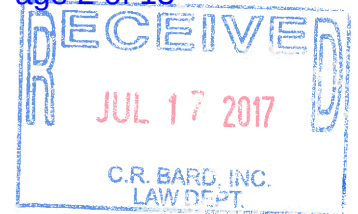


Exhibit A



**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

IN RE: C.R. BARD, INC. and BARD PERIPHERAL
VASCULAR, INC. PRODUCTS LIABILITY
DIVISION

Case No. 2:17-cv-02263-DGC

MDL No. 2641

This applies to:

Deitra Davis

**v. C.R. Bard, Inc. and Bard Peripheral
Vascular, Inc.**

DEITRA DAVIS,

Plaintiff,

vs.

C.R. BARD, INC. and BARD PERIPHERAL
VASCULAR, INC.

Defendants.

**NOTICE OF A LAWSUIT
AND REQUEST TO WAIVE SERVICE OF A SUMMONS**

To: Bard Peripheral Vascular, Inc.
1625 West 3rd Street
Tempe, AZ 85181

Why are you getting this?

A lawsuit has been filed against you, or the entity you represent, in this court under the number shown above. A copy of the complaint is attached.

This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the signed waiver within 30 days from the date shown below, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

What happens next?

If you return the signed waiver, I will file it with the court. The action will then proceed as if you had been served on the date the waiver is filed, but no summons will be served on you and you will have 60 days from the date this notice is sent (see the date below) to answer the complaint.

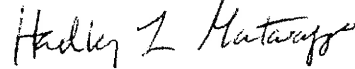
If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you. And I will ask the court to require you, or the entity you represent, to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Date: July 14, 2017

Faraci Lange, LLP



By: Hadley L. Matarazzo, Esq.
28 E. Main Street, Suite 1100
Rochester, New York 14614
(585) 325-5150
(585) 325-3285 (fax)
hmatarazzo@faraci.com

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

IN RE: C.R. BARD, INC. and BARD PERIPHERAL
VASCULAR, INC. PRODUCTS LIABILITY
DIVISION

Case No. 2:17-cv-02263-DGC

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This applies to:
Plaintiff Deitra Davis
v. C.R. Bard, Inc. and Bard Peripheral
Vascular, Inc.

DEITRA DAVIS,

Plaintiff,

vs.

C.R. BARD, INC. and BARD PERIPHERAL
VASCULAR, INC.

Defendants.

WAIVER OF THE SERVICE OF SUMMONS

To: Hadley L. Matarazzo, Esq.
Faraci Lange, LLP
28 E. Main Street, Suite 1100
Rochester, New York 14614

I have received your request to waive service of a summons on behalf of Bard Peripheral Vascular, Inc. in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from July 14, 2017, the date when this request was sent. If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date:

By:
Attorneys for Defendant,
Bard Peripheral Vascular, Inc.

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does *not* include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.



**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

IN RE: C.R. BARD, INC. and BARD PERIPHERAL
VASCULAR, INC. PRODUCTS LIABILITY
DIVISION

Case No. 2:17-cv-02263-DGC

MDL No. 2641

This applies to:
Plaintiff Deitra Davis
v. C.R. Bard, Inc. and Bard Peripheral
Vascular, Inc.

DEITRA DAVIS,

Plaintiff,

vs.

C.R. BARD, INC. and BARD PERIPHERAL
VASCULAR, INC.

Defendants.

WAIVER OF THE SERVICE OF SUMMONS

To: Hadley L. Matarazzo, Esq.
Faraci Lange, LLP
28 E. Main Street, Suite 1100
Rochester, New York 14614

I have received your request to waive service of a summons on behalf of Bard Peripheral Vascular, Inc. in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from July 14, 2017, the date when this request was sent. If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date:

By:
Attorneys for Defendant,
Bard Peripheral Vascular, Inc.

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does *not* include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

1 FARACI LANGE, LLP
2 28 E. Main Street, Suite 1100
3 Rochester, New York 14614
4 (585) 325-5150 (telephone)
5 (585) 325-3285 (facsimile)
6 hmatarazzo@faraci.com



7
8 **IN THE UNITED STATES DISTRICT COURT**
9 **FOR THE DISTRICT OF ARIZONA**

10 IN RE BARD IVC FILTERS PRODUCTS
11 LIABILITY LITIGATION

No. MD-15-02641-PHX-DGC

Individual Case No. 2:17-cv-02263-DGC

12 *This document pertains to Plaintiff Dietra*
13 *Davis*

MASTER SHORT FORM
COMPLAINT FOR DAMAGES FOR
INDIVIDUAL CLAIMS

14 Plaintiff named below, for their Complaint against Defendants named below, incorporate
15 the Master Complaint for Damages in MDL 2641 by reference (Doc. 364). Plaintiff further
16 show the Court as follows:
17

18 1. Plaintiff/Deceased Party:

19 Deitra Davis
20

21 2. Spousal Plaintiff/Deceased Party's spouse or other party making loss of
22 consortium claim:
23

24 n/a

25 3. Other Plaintiff and capacity (i.e., administrator, executor, guardian, conservator):
26

27 n/a

28 4. Plaintiff's/Deceased Party's state(s) [if more than one Plaintiff] of residence at the
29 time of implant:
30

31 n/a
32

1 5. Plaintiff's/Deceased Party's state(s) [if more than one Plaintiff] of residence at the
2 time of injury:

3
4 n/a

5 6. Plaintiff's current state(s) [if more than one Plaintiff] of residence:

6
7 Maryland

8 7. District Court and Division in which venue would be proper absent direct filing:

9
10 United States District Court, District of Maryland, Southern Division

11 8. Defendants (check Defendants against whom Complaint is made):

12 ☒ C.R. Bard Inc.

13 ☒ Bard Peripheral Vascular, Inc.

14
15 9. Basis of Jurisdiction:

16 ☒ Diversity of Citizenship

17 ☐ Other:
18
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21 a. Other allegations of jurisdiction and venue not expressed in Master
22 Complaint:
23
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28 10. Defendants' Inferior Vena Cava Filter(s) about which Plaintiff(s) is making a
29 claim (Check applicable Inferior Vena Cava Filter(s)):

30 ☐ Recovery[®] Vena Cava Filter

31 ☐ G2[®] Vena Cava Filter
32

1 X G2[®] Express (G2[®]X) Vena Cava Filter

2 ☐ Eclipse[®] Vena Cava Filter

3 ☐ Meridian[®] Vena Cava Filter

4 ☐ Denali[®] Vena Cava Filter

5 ☐ Other: _____

6
7
8 11. Date of Implantation as to each product:

9 Upon information and belief in 2004/2005 _____

10
11 12. Counts in the Master Complaint brought by Plaintiff(s):

12 X Count I: Strict Products Liability – Manufacturing Defect

13 X Count II: Strict Products Liability – Information Defect (Failure to
14 Warn)

15 X Count III: Strict Products Liability – Design Defect

16 X Count IV: Negligence - Design

17 X Count V: Negligence - Manufacture

18 ☐ Count VI: Negligence – Failure to Recall/Retrofit

19 X Count VII: Negligence – Failure to Warn

20 X Count VIII: Negligent Misrepresentation

21 X Count IX: Negligence *Per Se*

22 X Count X: Breach of Express Warranty

23 X Count XI: Breach of Implied Warranty

24 X Count XII: Fraudulent Misrepresentation

25 X Count XIII: Fraudulent Concealment

X Count XIV: Violations of Maryland's Consumer Protection Act –
Section 13-301 et seq. (Unfair or Deceptive Trade Practices)

X Count XV: Loss of Consortium

☐ Count XVI: Wrongful Death

☐ Count XVII: Survival

X Punitive Damages

☐ Other(s): _____ (please state the facts supporting
this Count in the space immediately below)

RESPECTFULLY SUBMITTED this 12th day of July, 2017.

FARACI LANGE, LLP

By: /s/ Hadley L. Matarazzo

Hadley L. Matarazzo (NY Bar No. 437785)
(admitted *pro hac vice*)
28 E. Main Street, Suite 1100
Rochester, New York 14614
(585) 325-5150 (telephone)
(585) 325-3285 (facsimile)
hmatarazzo@faraci.com

Attorneys for Plaintiff

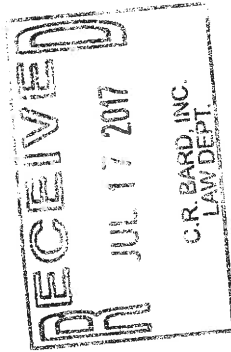
1 I hereby certify that on this 12th day of July, 2017, I electronically transmitted the
2
3 attached document to the Clerk's Office using the CM/ECF System for filing and transmittal of a
4
5 Notice of Electronic Filing.

6 /s/ Hadley L. Matarazzo
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Faraci Lange, LLP
28 East Main Street
Suite 1100
Rochester, NY 14614

Faraci Lange
ATTORNEYS

FIRST CLASS MAIL



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Murray Hill, NJ 07974